

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF PENNSYLVANIA

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|----------------------------------|---|-------------------|
| STATE FARM FIRE AND CASUALTY CO. | : | |
| Plaintiff, | : | |
| | : | |
| v. | : | No. 5:22-cv-04243 |
| | : | |
| ROCKINMUSIK LLC, | : | |
| Defendant. | : | |

ORDER

AND NOW, this 19th day of April, 2023, for the reasons set forth in the Opinion issued this date, **IT IS ORDERED THAT**:

1. Plaintiff State Farm Fire and Casualty Company's Motion for Judgment on the Pleadings, ECF No. 21, is **GRANTED**.
2. State Farm's request for declaratory judgment, *see* ECF No. 1, is **GRANTED** and this Court **DECLARES** that State Farm Fire and Casualty Company does not have a duty to defend or to indemnify Rockinmusik, LLC under Business Liability Policy No. 98- BK-B092-1 in connection with the action captioned *Jane Doe v. School of Rock Easton and School of Rock, LLC, Nicholas Levinos and John Doe(s)*, Docket No. HNT-L-0527-21, pending in the Superior Court of New Jersey, Law Division Hunterdon County.¹
3. The Clerk of Court shall **CLOSE** this case.

BY THE COURT:

/s/ Joseph F. Leeson, Jr.
JOSEPH F. LEESON, JR.
United States District Judge

¹ The New Jersey action is currently limited to one count of Assault and Battery. This Court offers no opinion as to whether State Farm may have a duty to defend or to indemnify Rockinmusik in connection with this action if additional claims are pled.